

COPY

AGREEMENT TO EMPLOY COLLEGE PRESIDENT

THIS AGREEMENT, made this ¹⁴ day of June, 2007 between G. J. RICHMAN RYAN, residing at [REDACTED], (hereinafter referred to as "Ryan"), and the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, with offices at Bergen Community College, 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as the "Board"):

WHEREAS, the Board, pursuant to N.J.S.A. 18A:64A-12 (c), is empowered to appoint and fix the term of office of a President of Bergen Community College (hereinafter referred to as the "College") who shall be the Executive Officer of the College and shall be an ex officio member of the Board; and

WHEREAS, the College desires to employ Ryan as its President, and Ryan is willing to accept such employment and perform the duties and responsibilities of such office; and

WHEREAS, the Board and Ryan have negotiated an agreement relating to the terms and conditions of his employment as President of the College and desire to reduce such agreement to writing;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements herein contained, it is agreed by and between the parties as follows:

1. The Board does hereby employ Ryan to serve as President of the College, and Ryan does hereby accept such employment for a term of three (3) years, commencing on July 1, 2007 and ending on June 30, 2010, subject to the terms and provisions hereinafter set forth and further subject to the general control of the Board and pursuant to all applicable laws. At the second anniversary of the effective date of the agreement, unless the agreement

has been terminated pursuant to § 7 or § 8 below, and if the Board is desirous of continuing the employment of the President, the Board and the President shall enter negotiations for a renewed agreement.

2. As President:

A. Ryan shall serve as the chief administrative and educational officer of the College and shall assume and perform all of the duties and responsibilities of such position and exercise all of the powers conferred upon the President of a community college in the State of New Jersey by law and by administrative rules and policies adopted by the State of New Jersey, its administrative agencies, the Board and such other agencies having jurisdiction over such position.

B. Ryan shall use his best efforts to promote the interests and objectives of the College through his active membership and participation in local, county, state and national professional, charitable, community and civic organizations. Ryan shall submit to the Chairman of the Board a list of all organizations he intends to join as a representative of the College. Such list may be supplemented from time to time. The Chairman of the Board shall advise Ryan as to those organizations which are acceptable to the College and for which Ryan will be reimbursed to the extent permitted by law for all reasonable dues and other expenses associated with his membership in such organizations.

C. Ryan shall devote his full-time attention and energies to the performance of his duties. He shall not, directly or indirectly, be engaged in, affiliated or connected with, any other employment whatsoever during the term of this Agreement. Notwithstanding the foregoing, it is understood and agreed that Ryan shall be permitted to continue serving as a doctoral advisor for Nova Southeastern University, which work is conducted after regular

business hours or while Ryan is on leave.

D. Ryan shall serve and perform such other duties and responsibilities as may be assigned to him from time to time by the Board.

3. In order to avoid any conflict of interest, Ryan shall annually submit to the Board a list showing the names and addresses of any of his relatives having any relationship whatsoever with the College, either directly or indirectly. Relatives shall be deemed to mean spouse, parent, child, brother, sister, grandchild, aunt, uncle, cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. If at any time during the year the list changes, Ryan shall immediately notify the Board in writing through its Chairman.

4. A. The salary for such employment shall be the sum of \$175,000.00 for the first year, \$180,000.00 for the second year and \$185,000.00 for the third year. Each salary payment shall be made on a semi-monthly basis.

B. As additional compensation and as additional benefits to the salary above set forth, Ryan shall receive:

(i) A benefit package, to be set forth on Schedule A and attached hereto and made a part hereof, shall be provided. Such package may be similar to that offered to the Vice-Presidents. However, certain modifications may be made in order to appropriately be applied to the President of the College. As these benefits change from year to year for the Vice-Presidents, such modifications shall, where appropriate, be incorporated into the President's contract.

(ii) An automobile shall be furnished by the Board to Ryan in order for him to perform his duties as President of the College. A fully-equipped Chrysler 300 or car of

similar quality shall be provided at Ryan's choice. Said automobile shall be owned by the College and the insurance for same paid by the College. Said automobile shall be replaced at appropriate intervals as needed but not more frequently than once every three (3) years. Any personal use of said automobile shall be reported as additional compensation to Ryan as required under applicable provisions of the Internal Revenue Code and regulations adopted thereunder.

(iii) A one time moving allowance reimbursement not to exceed \$7500.00, will be paid to the President upon relocating. The President will make reasonable efforts to keep the cost as low as possible.

5. Ryan shall be reimbursed for travel and entertainment expenses incurred in the performance of his duties under this Agreement, subject to the travel and entertainment policy of the College.

6. The Board shall evaluate and in writing apprise Ryan of his performance as President at least once per year pursuant to an evaluation criteria to be developed by the Board with input from the President. Such evaluation shall occur annually prior to April 1st of each year.

7. During the term of this agreement or any renewal thereof, the Board may suspend or dismiss the President for cause. "For Cause" means the suspension or termination of the President's employment with the College as a result of (i) the conviction of the President for a felony or a fraud, (ii) conduct by President that brings the College into public disgrace or disrepute, or creates negative publicity for the College, (iii) gross negligence or gross misconduct by President with respect to the College, (iv) President's abandonment of President's employment with the College, (v)

President's breach of a material employment policy of the College, which is not cured within three days after written notice thereof to President.

Any suspension for cause by the Board may be with or without pay and under such terms and conditions as the Board may determine. Any termination for cause shall terminate the Agreement and all benefits hereunder from and after the effective date thereof. In the event the Board determines to suspend or terminate the President for cause, it must serve written notice of such termination on the President setting forth in reasonable detail the specific reasons for such termination.

8. Notwithstanding anything in this Contract to the contrary, the Board may, on thirty (30) days' notice, at any time after the first year of this Agreement, terminate this Agreement without cause, and Ryan shall, effective on the 30th day after such notice, no longer act as President, by the payment to Ryan of a sum equal to the following:

A. If the termination occurs during the second year of employment, Ryan shall be paid one half (1/2) of the salary he would have earned from the date of his termination to the end of the second year of his Contract.

B. If the termination occurs after the second year of employment, Ryan shall be paid one half (1/2) of the salary he would have earned from the date of his termination to the end of the third year of his Contract.

C. If this Contract is extended and Ryan is terminated during any year of the extension, then Ryan shall be paid one half (1/2) of the salary he would have earned from the date of his termination to the end of the contract year in which he is terminated.

Any such termination shall end Ryan's Contract on the date of such termination, and he shall have no further rights under such Contract except for the termination payment.

above set forth.

The foregoing provisions relate to termination without cause. Ryan agrees to these provisions and the payout above set forth is in lieu of any other claim he may have if in law or in equity.

The foregoing right to terminate without cause shall in no way modify or diminish the right of the Board to terminate Ryan for cause pursuant to Section 7 hereof, in which event the payout provisions set forth in this Section 8 shall not apply.

9. Any notice applicable under this Agreement must be written. All such notices shall be effective upon mailing and shall be mailed certified mail, return receipt requested, to the Board or Ryan at the mailing address shown on page 1 of this Agreement or such other address as may hereafter be designated by written notice given by either party to the other. Notices sent to the Board shall be addressed to the attention of the Chairman of the Board.

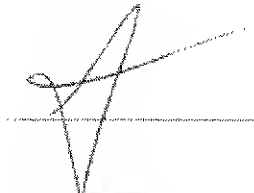
10. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of New Jersey. Any suits brought under this Agreement shall be commenced in the Superior Court of the State of New Jersey with venue lying in Bergen County. Both parties do hereby submit to the jurisdiction of the Superior Court of the State of New Jersey with venue in Bergen County. If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government, or by final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

11. This Agreement constitutes the entire agreement as to the subject matter thereof, and supersedes any and all prior and contemporaneous oral and written

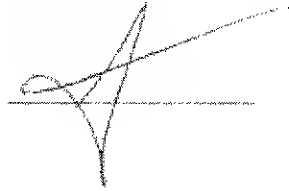
understandings and agreements concerning the subject matter hereof. This Agreement may be amended only by written agreement signed by the Board and Ryan, provided, however, that any such amendment by the Board shall only be effective upon the passage of the appropriate resolution of the Board.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

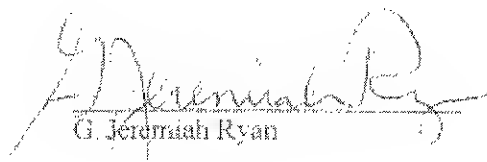
ATTEST:



WITNESS:



Board of Trustees of
Bergen Community College


By: Stephen Moses, Chairman
G. Jeremiah Ryan

SCHEDULE A

BERGEN COMMUNITY COLLEGE BENEFIT PACKAGE FOR PRESIDENT

1. Term of Benefit Package - 12 month period.
2. Optional Assignments - Teaching assignments are permitted up to a maximum of one course each Fall and Spring semester not to exceed eight (8) contact hours per year.
3. Enrollment in pension program with life insurance coverage (TIAA/CREF) up to three and one-half times salary.
4. Retirement Annuity Plan - based upon the President's active employment status, the Board of Trustees shall make a contribution at the end of each quarter of the contract year (July 1 - June 30) to the Variable Annuity Life Insurance Company (VALIC) or other qualified plan for a retirement annuity plan program established in the President's name. For fiscal year 2007-08, the contribution will be at the same rate as the contribution for the Vice-Presidents, and will be increased each year thereafter by the same percentage as the Vice-Presidents' annual salary increase.
5. Housing allowance of \$1000 per month.
6. Full family health benefits coverage; no out of pocket premium at the present time but may be subject to change based upon future health care costs.
7. Family Optical Plan; no out of pocket premium at the present time but may be subject to change based upon future health care costs.
8. Dental Health Plan - for employee and single dependent; no out of pocket premium at the present time but may be subject to change based upon future health care costs.(Option to purchase additional coverage).
9. Vacation - 23 working days each year and those holidays when the college is closed. Employees of the College are expected to utilize their vacation entitlement within the calendar year in which it has been earned or within fifteen (15) months immediately following the year in which it has been earned.

In lieu of utilizing vacation time as per the above statement, the President may request fifty (50) percent payment of not more than ten (10) unused days per year.
10. Sick Time - Each twelve (12) month employee is granted sixteen (16) days to be used for absences caused by illness or physical disability. Unused sick days may be accumulated to a maximum of fifteen (15) days per year. An employee is entitled to a maximum of three (3) days which shall not be charged against sick leave provided the

employee meets any part of his scheduled obligation on said day. Each member, after age fifty-eight (58) with ten (10) years of continuous service or after fifteen (15) years of continuous service shall receive, upon retirement, one-half (1/2) of the unused accumulated sick leave at the daily rate, based upon the member's salary at the time of retirement, subject to the maximum below. The maximum payment upon retirement for a given year shall be \$17,500. In the event of an employee's death prior to retirement, regardless of age or length of service, his/her beneficiary(s) shall be paid one-half (1/2) of the unused sick days calculated as above.

11. Other Leaves include:

- Bereavement: Four (4) days, immediate family
One (1) day, other family members
- Family Leave: Entitlement according to Federal and State Statutes.
- Jury Duty: Full pay less monies received while on Jury Duty (minus compensation for mileage) Documentation from the court required)
- Personal: Not more than five (5) working days.
- Special Purpose: May be granted by the Board of Trustees and shall not exceed six (six) months. Eligibility after six (6) years of continuous service for a fully paid leave, which must be used for an educational or professional development activity that will directly benefit the college. The individual shall return to the College for a minimum of one year following the special purpose leave.

12. College agrees to pay up to the rate charged per graduate credit at Rutgers University for a maximum of twelve (12) credits per year for graduate or self-improvement studies. May also elect to take up to six (6) credits per semester at Bergen Community College or six (6) equivalent non-credit course improvement studies provided space is available. Individual is responsible for payment of General Fee. In no case may an individual take more than six (6) hours in any semester. A maintenance of matriculation payment of up to the Rutgers University rate per semester for up to four (4) semesters shall be allowed.

13. A spouse will be permitted to take up to six (6) credits per semester at Bergen Community College with enrollment in any classes at Bergen Community College which they meet the entrance requirements and provided space is available. Individual will be responsible for payment of General Fee.

14. Intentionally omitted.

15. Personnel Files -- The Personnel Files shall be maintained the Office of the President and shall include:

- (a) All materials requested by the College or supplied by the employee in connection with the employee's original employment;
- (b) All materials related to the employee's academic or professional performance at the College generated by, or made available to the College; (c) Any statement that the employee wishes to have entered in response to or in elaboration of any other item in his/her file.
- (c) No materials shall be placed in the employees' personnel file until the employee has been given the opportunity to read the contents and attach any comments he/she may so desire. Each document shall be initialed by the employee before being placed in his/her file as evidence of said employee having read such document. This initialing shall not be deemed to constitute approval by the employee of the content of such document. If the employee refuses to initial any document after being given an opportunity to read same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The Personnel File is to be confidential to the extent permitted by law and with the exception of the following listed materials, shall be available only to the employee for examination at his request and to the parties concerned at grievance or dismissal hearings:

- (i) References and other confidential information;
- (ii) Placement records which contain references from outside sources;
- (iii) Transcripts restricted by the sending institution; and
- (iv) Confidential materials relating to the discharge of the President.



Around the Corner, Ahead of the Curve

100 Harmon Road, Fairview, New Jersey 07410
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BOARD OF TRUSTEES ACTION P3
Approval Date: October 7, 2008

Resolution

Approve: Amendment to Agreement to Employ College President Dr. G. Jeremiah Ryan

Submitted By

Mr. Stephen J. Moses, Chairman, Board of Trustees

Action Requested

Approval of the Board of Trustees to amend the *Agreement to Employ College President* of G. Jeremiah Ryan and extend his employment through June 30, 2011 with amendments as outlined in attached Exhibit P3. Said document shall be on file in the Office of the President.

Justification

The Board of Trustees has unanimously decided to extend the President's contract as per Exhibit P3 in recognition of his performance during his first year as President of the College.

Charge To:

Account Number:

EXHIBIT P-3

AMENDMENT TO AGREEMENT TO EMPLOY COLLEGE PRESIDENT

THIS AMENDMENT, made this 7 day of October, 2008 between G. JEREMIAH RYAN, residing at [REDACTED] (hereinafter referred to as "Ryan"), and the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, with offices at Bergen Community College, 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as the "Board");

WHEREAS, the Board, pursuant to N.J.S.A. 18A:64A-12 (c), is empowered to appoint and fix the term of office of a President of Bergen Community College (hereinafter referred to as the "College") who shall be the Executive Officer of the College and shall be an ex officio member of the Board; and

WHEREAS, the College desires to amend the Agreement between the College and Ryan; and

WHEREAS, the Board and Ryan have negotiated an agreement relating to the terms and conditions of his continued employment as President of the College and desire to reduce such agreement to writing;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements herein contained, it is agreed by and between the parties as follows:

1. The Agreement previously entered into between the College and Ryan dated June 6, 2007 shall remain in full force and effect except for the terms modified herein.
2. The Board does hereby extend Ryan's employment as President of the College for an additional term of one year, which additional term shall commence on July 1, 2009 and end on June

39. 2011, subject to all terms and provisions contained in the Agreement of June 6, 2007 except as modified herein and further subject to the general control of the Board and pursuant to all applicable laws.

A. The salary for the term of employment beginning on July 1, 2010 and ending on June 30, 2011 shall be the sum of \$192,400 per year. Each salary payment shall be made on a semi-monthly basis.

B. All additional compensation and additional benefits enumerated in the Agreement entered into on June 6, 2007 shall be granted to Ryan except that there shall be no increase in the salary for Ryan's fourth term of employment as set forth in Paragraph 3.A. above even in the event any other increase or raise negotiated for any other administrators or employees of the College, since the Board has considered these potential increases and raises when agreeing to pay Ryan the sum as set forth herein.

3. In addition to the terms set forth above and in the Agreement of June 6, 2007, Ryan shall be paid additional compensation for the term of the contract commencing on July 1, 2008 and ending on June 30, 2009 in the sum of \$3,600 which sum shall be payable quarterly.

4. In addition to the terms set forth above and in the Agreement of June 6, 2007, Ryan shall be paid additional compensation for the term of the contract commencing on July 1, 2009 and ending on June 30, 2010 in the sum of \$3,600 which sum shall be payable quarterly.

5. This Agreement may be amended only by written Agreement signed by the Board and Ryan, provided, however, that any such amendment by the Board shall be effective upon the passage of the appropriate resolution of the Board.

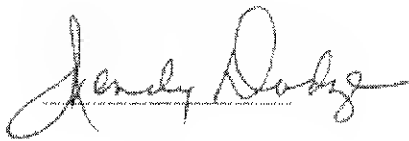
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the
day and year first above written

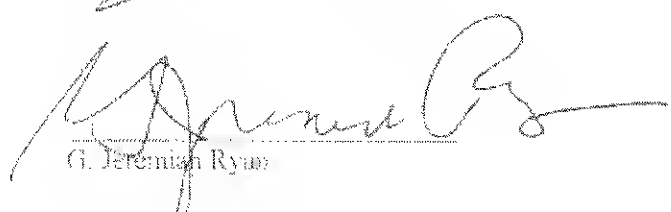
ATTEST:

Board of Trustees of
Bergen Community College


By, Stephen Moses, Chairman

WITNESS:




G. Jeremiah Ryan

10/07/2008



Around the Corner, Ahead of the Curve

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BOARD OF TRUSTEES ACTION P 11
Approval Date: March 2, 2011

Resolution

Approve Amendment to Agreement to Employ College President Dr. G. Jeremiah Ryan

Submitted By

Mr. E. Carter Corriston, Chairman, Board of Trustees

Action Requested

Approval of the Board of Trustees to amend and extend the *Agreement to Employ College President Dr. G. Jeremiah Ryan* through December 31, 2012. Said Agreement shall be on file in the Office of the President.

Justification

To extend the President's contract.

AMENDMENT TO AGREEMENT TO EMPLOY COLLEGE PRESIDENT

THIS AMENDMENT, made this 2nd day of March 2011, between G. JEREMIAH RYAN, residing at [REDACTED] (hereinafter referred to as "Ryan"), and the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, with offices at Bergen Community College, 400 Paramus Road, Paramus, New Jersey 07652 (hereinafter referred to as the "Board");

WHEREAS, the Board, pursuant to N.J.S.A. 18A:64A-12 (c), is empowered to appoint and fix the term of office of a President of Bergen Community College (hereinafter referred to as the "College") who shall be the Executive Officer of the College and shall be an ex officio member of the Board; and

WHEREAS, the College and Ryan desire to amend the Agreement between the College and Ryan; and

WHEREAS, the Board and Ryan have negotiated an agreement relating to the terms and conditions of his continued employment as President of the College and desire to reduce such agreement to writing;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements herein contained; it is agreed by and between the parties as follows:

1. The Agreement previously entered into between the College and Ryan dated June 6, 2007, as amended by Amendment dated June 7, 2008, shall remain in full force and effect except as specifically modified herein.

2. The Board does hereby extend Ryan's employment as President of the College until December 31, 2012. The salary to be paid to Ryan shall be \$192,400 per

year plus the percentage increase granted to all other administrators. Each salary payment shall be made on a semi-monthly basis.

3. On or before December 31, 2011, the College and Ryan will meet to negotiate an extension of this Contract. In preparation for such negotiations, the Board of Trustees will empanel a three (3) member Blue Ribbon Presidential Evaluation Committee to evaluate Ryan and report back to the Board of Trustees no later than November 30, 2011. The Board shall appoint a committee that will be broadly constituted and will be required to obtain information from both internal and external stakeholders. The Blue Ribbon Committee will be appointed by the Board of Trustees prior to October 30, 2011.

4. Paragraph 8 of the Agreement dated June 6, 2007 is amended and supplemented by adding Paragraph 8.D. as follows: 8.D. If Ryan is terminated subsequent to December 31, 2011, Ryan shall have the right to receive either an amount equal to one year base salary or the award of a tenured full professorship of political science/social services at the going rate for such position based upon Ryan's educational background. This election shall be Ryan's and shall be in lieu of other additional compensation under section 8.C. above.

5. This Agreement may only be amended by written agreement signed by the Board and Ryan after passage of the appropriate resolution of the Board authorizing such action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

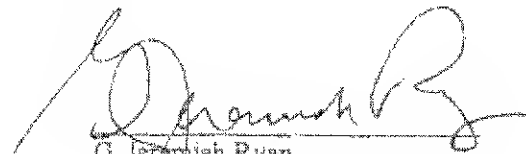
ATTEST:

Board of Trustees of
Bergen Community College


E. Carter Corriston, Chairman

WITNESS:




G. Jeremiah Ryan
03/10/2011